

220-11/MF

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Michael Fernandez

UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF NEW JERSEY

U.S. LINES, and AUSTRALIA NATIONAL  
LINE,

Plaintiffs,

**COMPLAINT**

- against-

AMERICAN STEVEDORING INC. and  
AMERICAN MARITIME SERVICES.,

Defendants

Plaintiffs, U.S. LINES ("USL") and AUSTRALIA NATIONAL LINE ("ANL"), by its attorneys, Freehill Hogan & Mahar, LLP, as and for its Complaint against AMERICAN STEVEDORING INC. ("ASI") and AMERICAN MARITIME SERVICES ("ASM"), allege on information and belief as follows:

**JURISDICTION**

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is predicated upon 28 U.S.C. §1333.

## **PARTIES**

2. At all material times, Plaintiff USL was and is a company organized and existing by virtue of the laws of THE United States with a place of business at One Meadowlands Plaza, Suite 201 East Rutherford, NJ 07073 and acted for and on behalf of Plaintiff ANL.
3. At all material times, Plaintiff ANL was and is a company organized and existing by virtue of the laws of a foreign state with a place of business at 3601 South Harbor Blvd, Suite 200, Santa Ana, CA 92704 and acted as a vessel common carrier by water for hire.
4. At all material times, Defendant ASI was and is a company organized and existing by virtue of the laws of the United States and owned, operated, leased or controlled a marine terminal located at 138 Marsh Street, Port Newark, NJ 07114, which is also within the geographical range commonly known as the Port of New York.
5. At all material times, Defendant AMS was and is a company organized and existing by virtue of the laws of the United States and operated within the ASI marine terminal with a place of business at 138 Marsh Street, Port Newark, NJ 07114.

## **RELEVANT FACTS**

6. On or about May 18, 2010 a consignment of 2256 cases of chocolate ("cargo") laden into refrigerated containers GESU9051153 and CRLU 5187657 was delivered to ASI's terminal pending loading on board a vessel for carriage to Sydney, Australia under USL/ANL bill of lading USA0129638 NA4266483.

7. ASI and/or AMS failed to properly monitor, control, cool and/or otherwise care for the cargo while in their care, custody and/or control. Thereafter the cargo was transported by vessel to Australia and duly delivered as per the bill of lading. The cargo receiver has alleged that the cargo suffered physical damage as a result of exposure to improper temperature and asserted a claim against Plaintiffs in the amount of \$106,816.24. ("claim")
8. In addition Plaintiff's have and continue to incur fees and expenses, including attorneys' fees, arising from and related to such claim for and by which Plaintiffs seek indemnity and/or contribution from Defendants.
9. The alleged damage to the cargo was not the result of any act or omission of Plaintiffs but resulted from the Defendants negligence, carelessness, omission, breach of duty, fault, neglect, breach of contract, breach of warranty (express or implied), breach of bailment and breach of a warehouseman's duty for and by which Plaintiffs seek indemnity and/or contribution from Defendants.


**WHEREFORE**, Plaintiffs pray:

1. The Court order, adjudge and decree that Defendants ASI and AMS be found jointly and severally liable and pay to Plaintiffs the damages, fees and expenses alleged herein, together with pre-judgment and post judgment interest and costs; and
2. This Court grant to Plaintiff such other and further relief as may be just and proper.

Dated: New York, New York  
June 22, 2011

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By:

  
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